#### CONTRACT

THIS CONTRACT is made and entered, in duplicate, as of November 13, 2019, for reference purposes only, pursuant to Resolution No. RES-19-0167, adopted by the City Council of the City of Long Beach at its meeting on November 5, 2019, by and between HANGAR ONE AVIONICS, INC., a California corporation ("Contractor"), with a place of business at 2026 Palomar Airport Road, Carlsbad, CA 92011, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desire to purchase and install a helicopter radio for unit N28LB; and

WHEREAS, City did by Resolution No. RES-19-0167, determine that the City's need for the purchase and installation of a helicopter radio could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids for the purchase and installation of the helicopter radio, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. Contractor shall sell, furnish and deliver to City the helicopter radio, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-19-0167.
- 2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for the helicopter radio, the prices shown in Exhibit "A", a sum not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000), with a five (5) percent contingency in the amount of Eleven Thousand Two Hundred Fifty Thousand Dollars (\$11,250), for a total contract amount not to exceed Two Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$236,250).

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- 3. The term of this Contract shall commence on January 1, 2020, and shall terminate at midnight on September 30, 2020, unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.
- 4. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned without the prior written consent of City.
- 5. Any notices required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class postage prepaid, addressed to Contractor at the address stated herein, and to City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail, whichever first occurs.
- 6. City shall have the benefit of any warranty from the manufacturer on the helicopter radio, and Contractor warrants that the helicopter radio is in good working order and free from defect at the time of delivery.

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	1	IN WITNESS WHEREOF, the parties have signed this document with all the								
	2	formalities required by law as of the date first stated above.								
	3									
	4			HANGAR ONE AVIONICS, INC., a						
	5			California corporation						
	6	November 25	_, 2019	Name Ken Piland						
	7			Title Secretary						
	8	November 25	, 2019	By allow all						
	9			Name Aldon Colby Title Vice President						
	10									
_	11			"Contractor"						
TORNEY Attorney 9th Floor	12			CITY OF LONG BEACH, a municipal corporation						
ITY ATTORNEY N, City Attomey ulevard, 9th Floc CA 90802	13	Dec. 3	. 2019	By Relacea & James						
CITY KIN, C Bouley h, CA	14		, 2013	TO SECTION 301 OF						
DE OF THE CRIES PARKII Set Ocean Bo Long Beach,	15			"City" THE CITY CHARTER						
OFFICE OF THE CITY ATT CHARLES PARKIN, City A 411 West Ocean Boulevard, Long Beach, CA 908	16	This Contract is ap	proved as t	o form on <u>December 3</u> , 2019.						
9FH CH 21V	17									
	18	CHARLES PARKIN, City Attorney								
	19			ву 77						
	20			Deputy						
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# EXHIBIT "A"



## Hangar One Avionics

Repair Station No. 1HGR058B 2026 Palomar Airport Road Carlsbad, CA 92011 Phone: 760-929-2270

Fax: 760-683-6980 Date: 6/10/2019, 6:20 PM

## **Customer Estimate** Work Order: 20180809-3A

### **CUSTOMER INFORMATION**

Long Beach Police Paul Baum 400 W. Broadway Long Beach, CA 90802 562-570-8726 -Ops

paul.baum@longbeach.gov

Customer P/O:

Reg. No: N28LB 2003 Eurocopter AS-350-B2 SERIAL: 3757 Terms: Net 30 Days

						, , , , , , , , , , , , , , , , , , , ,
AUTHORIZE  Yes No			Item: 1 - Airframe			
Discrepancy & Co	prrective Action				Hours	Subtotal
Remove the TDFM-7000 and install a new TDFM-9300NV radio.					Flat	26,250.00
Outside Repair:						
ASU NVG STC UPI	DATE, Labor: 1,750.00, Par al for Antenna Mounts, Lab					
Qty Unit	Part Number	Description		U	nit Price	Subtotal
1 EA	111267-2-93-AZZ-AZZ- T1-P93599		DFM-9300NV Project P93599NV. Re ject sheet dated April 8 2019 for radio		6,322.94	86,322.94
4 EA	CI-295-300	Comant Tri-ba 764-870 MHz	nd antenna 136-174 MHz, 380-520 N	1Hz,	1,500.26	6,001.04
1 EA	FIX3050B	Foxtronics Lo	Band Antenna 30-50 MHz (CHP)	1	2,031.25	12,031.25
Labor: \$31,500.	00 Parts:	\$104,355.23	Shipping: \$150.00	Item Subtota	ıl: \$136,005.23	
AUTHORIZE  Yes No			Item: 2 - Airframe			
Discrepancy & Co	rrective Action				Hours	Subtotal
Remove non suppoinstallation of the TE	rted Geneva Audio system DFM-9300NV.	and replace it wil	h a Becker Digital Audio system to su	upport	Flat	25,000.00
Qty Unit	Part Number	Description		Ui	nit Price	Subtotal
1 EA	DVCS-6100	Becker Digital three ACU's (F	Voice Communication System (DVCS Pilot&Copilot / Rear)	S) with 4	5,937.50	45,937.50
1 EA	JA34-BT1	Universal Radi	o Adapter with Bluetooth		885.94	885.94
Labor: \$25,000.	00 Parts:	\$46,823.44	Shipping: \$200.00	Item Subtota	il: \$72,023.44	

Hangar One Avionics - Phone: 760-929-2270, Fax: 760-683-6980 - 6/10/2019 6:20:53 PM Repair Station #: 1HGR058B - 2026 Palomar Airport Road, Carlsbad, CA 92011

W/O: 20180809-3A

Additional Charges							
Pilot Services	Tire Disposal	EPA Charge	Oil Analysis	Shop Supplies	Fuel	Misc.	Subtotal
0.00	0.00	0.00	0.00	820.00	0.00	0.00	\$820.00
						Total Labor:	\$56,500.00
						Total Parts:	\$151,178.67
						Total Shipping:	\$350.00
						Additional Charges:	\$820.00
		•				Tax (10.25 %):	\$15,615.74
					Total Es	stimate Before Deposit:	\$224,464.41
	•					Deposit:	\$0.00
						Total Estimate:	\$224,464.41

#### Important Information

Note; An additional 3.5% charge will be added to the invoice total if paying with credit card.

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Long Beach Police or Authorized Representative	Date	